REMARKS

By this amendment, Claims 1, 7, 15, 21 and 31-35 are amended, and Claims 29 and 30 are canceled. No claims are added. Hence, Claims 1-28 and 31-35 are pending in the application.

SUMMARY OF THE REJECTIONS/OBJECTIONS

Claims 7-27, 29 and 30 were rejected under 35 U.S.C. § 112, second paragraph, as allegedly indefinite; Claims 1-4, 7-11, 28-31 and 33-35 were rejected under 35 U.S.C. § 102(e) as allegedly anticipated by Goldberg et al. (*"Goldberg"*; U.S. Patent No. 6,389,038); Claims 5, 12, 14, 16 and 18 were rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Goldberg* in view of Vargo et al. (*"Vargo"*; U.S. Patent No. 6,477,164); Claims 6, 13, 17, 19, 20 and 22-27 were rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Goldberg* in view of Koodli (*"Koodli"*; U.S. Patent No. 6,608,841); and Claim 32 was rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Goldberg* in view of Woodward et al. (*"Woodward"*; U.S. Patent No. 6,151,318).

Claims 15 and 21 were objected to as being dependent upon a rejected base claim, but were acknowledged to be allowable if rewritten in independent from including all of the limitations of the base claim and any intervening claims.

REJECTIONS NOT BASED ON THE PRIOR ART

Rejection under 35 U.S.C. § 112, second paragraph

Claims 7-27, 29 and 30 were rejected under 35 U.S.C. § 112, second paragraph, as allegedly indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 7 was rejected because it recites "a reduced sensitivity", which was alleged to be unclear. Claim 7 is amended to eliminate the reference to "reduced sensitivity." Hence, the rejection of Claims 7 under 35 U.S.C. § 112, second paragraph, is moot. Claims 8-27 depend from Claim 7 and, therefore, the similar rejection of these claims is also moot due to the amendment of Claim 7. Withdrawal of the rejection of Claims 7-27 under 35 U.S.C. § 112, second paragraph, is requested.

Claims 29 and 30 are canceled. Hence, the rejection of Claims 29 and 30 under 35 U.S.C. § 112, second paragraph, is moot.

REJECTIONS BASED ON THE PRIOR ART

Rejection under 35 U.S.C. § 102(e)

Claims 1-4, 7-11, 28-31 and 33-35 were rejected under 35 U.S.C. § 102(e) as allegedly anticipated by *Goldberg*.

Claims 1 and 33-35 are amended to recite the following feature:

forwarding the aggregated media packet to a next hop in the packet-switched
network in response to either one of
(a) a timer reaching a <u>non-zero maximum allowed delay time value</u>, or
(b) the aggregated media packet containing a specified number of Real-
Time Protocol segments, wherein <u>the specified number is variable
according to user input</u>.

For a proper anticipation rejection, a reference must show each and every feature of a claim in the same combination as claimed. <u>Connell v. Sears, Roebuck & Co.</u>, 722 F.2d 1542, 1548, 220 USPQ 193, 198 (Fed. Cir. 1983). *Goldberg* does not disclose, explicitly or implicitly, all of the features recited in Claims 1-4, 7-11, 28-31 and 33-35.

First, *Goldberg* does not disclose **forwarding packets in response to a timer reaching a maximum allowed delay time**. In supporting the rejection of original Claim 31, which

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included the feature regarding the maximum allowed delay time, the Office Action relied on col. 7, lines 19 and 20 of *Goldberg*. Specifically, the Office Action alleged that *Goldberg* discloses that "packets are combined into a SuperPacket and are sent out immediately which is the maximum allowed delay time."

This is an unreasonable interpretation of "delay." The Merriam-Webster OnLine Dictionary (http://www.m-w.com/dictionary.htm) defines the noun **delay** as: **1 a :** the act of delaying: the state of being delayed **b :** an instance of being delayed; **2 :** the time during which something is delayed. The Merriam-Webster OnLine Dictionary defines the verb **delay** as: **1 :** put off, **postpone**; **2 :** to **stop, detain, or hinder for a time** (emphasis added). Therefore, it defies logic and is contrary to the plain meaning of the term "delay" to contend that the term immediate, which corresponds to no delay, anticipates a maximum allowed delay time value. *Goldberg* clearly does not disclose forwarding an aggregated media packet in response to a timer reaching a maximum allowed delay time value, when any valid and reasonable meaning is attributed to the term "delay".

To further emphasize that the maximum allowed delay time value recited in Claims 1 and 33-35 is a real delay, these claims are amended to recite "forwarding an aggregated media packet in response to a timer reaching a **non-zero** maximum allowed delay time value." A maximum allowed delay time value is a configurable parameter to allow for more media packets of the same trunk to arrive at an aggregator while at the same time limiting the introduced delay (specification page 9, lines 18-20). Further, upon expiration of a pre-selected maximum delay time value measured by a timer, the aggregated media packet is sent to the relevant de-aggregator no matter how many RTP segments it contains (specification page 10, lines 5-7).

Next, *Goldberg* does not disclose **forwarding packets in response to the aggregated media packet containing a specified number of Real-time Protocol segments, wherein the specified number is variable according to user input**. In support of the rejection of original Claims 29 and 30, which included the features regarding the number of RTP segments and regarding the number being user-selected, respectively, the Office Action relied on col. 4, lines 44-47 of *Goldberg*. Specifically, the Office Action alleged that *Goldberg* discloses that "the maximum number of channels per SuperPacket is set to 15." *Goldberg* does not disclose that the number of RTP segments that can trigger the forwarding of an aggregated packet is **variable** and **user-defined**. Goldberg merely states that the number of channels is set to 15 but does not disclose that this number is variable, or that the number is user-defined.

Furthermore, a <u>number of channels</u> is not the same as or analogous to a **number of RTP segments**. *Goldberg* describes each of 24 channels utilizing independent <u>packets</u> of voice for each channel (col. 3, lines 7-9). Thus, <u>each channel contains multiple packets</u>. In contrast, FIG. 5 and the related description of the present application describe that an aggregated media packet contains, among other parts, multiple **RTP segments that are each derived from a single RTP packet**. Consequently, 15 channels per SuperPacket of *Goldberg*, with each containing multiple packets, does not equate to 15 RTP segments of the application, with each containing information from a single RTP packet. Therefore, forwarding an aggregated media packet in response to reaching a user-defined number of RTP segments, or packets, in the aggregated media packet is not anticipated by *Goldberg* setting the maximum number of channels, not packets, per aggregated packet (i.e., a SuperPacket) to 15.

Still further, *Goldberg* does not disclose **forwarding** an aggregated packet **in response to** the aggregated packet reaching a **specified size**. *Goldberg* merely discloses setting the number of channels to a specific number, with no effect other than allowing 30 channels to be

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handled for E1 deployment (col. 4, lines 47-50). *Goldberg* does not disclose that *when* a SuperPacket is forwarded has anything to do with the number of packets contained in the SuperPacket.

For all of the foregoing reasons, *Goldberg* does not anticipate Claims 1 and 33-35. Hence, Claims 1 and 33-35 are allowable over *Goldberg*. Claims 2-4, 7-11 and 28 depend from Claim 1 and, therefore, are allowable over *Goldberg* for at least the same reasons as Claim 1. Withdrawal of the rejection of Claims 1-4, 7-11, 28 and 33-35 under 35 U.S.C. § 102(e) based on *Goldberg* is requested.

Claims 29 and 30 are canceled, so the rejection of these claims is now moot.

Claim 31 is amended to independent form and recites the feature regarding forwarding the aggregated media packet when a non-zero maximum allowed delay time is reached. It is shown above that this feature is not disclosed in *Goldberg* and, therefore, Claim 31 is patentable over *Goldberg*. Withdrawal of the rejection of Claim 31 under 35 U.S.C. § 102(e) based on *Goldberg* is requested.

Rejections under 35 U.S.C. § 103(a)

Claims 5, 12, 14, 16 and 18 were rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Goldberg* in view of *Vargo*; Claims 6, 13, 17, 19, 20 and 22-27 were rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Goldberg* in view of *Koodli*; and Claim 32 was rejected under 35 U.S.C. § 103(a) as allegedly unpatentable over *Goldberg* in view of *Woodward*.

Because all of the foregoing 35 U.S.C. § 103(a) rejections rely on *Goldberg* as the primary reference for the alleged teaching of the features of Claim 1, and because all of these rejected claims depend from Claim 1, these claims are patentable for at least the same reasons as Claim 1. Furthermore, none of the secondary references, i.e., *Vargo*, *Koodli* and *Woodward*,

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cure the deficiencies in the disclosure of *Goldberg* with respect to Claim 1. Since fundamental differences between Claim 1 and *Goldberg* are already presented above, further discussion of the secondary references is not necessary and is forgone at this time. Withdrawal of the rejections of Claims 5, 6, 12-14, 16-20, 22-27 and 32 under 35 U.S.C. § 103(a) based on *Goldberg* in view of *Vargo*, *Koodli* or *Woodward* is requested.

CONCLUSION

For the reasons set forth above, it is respectfully submitted that all of the pending claims (1-28 and 31-35) are now in condition for allowance. Therefore, the issuance of a formal Notice of Allowance is believed next in order, and that action is most earnestly solicited.

The Examiner is respectfully requested to contact the undersigned by telephone if it is believed that such contact would further the examination of the present application.

Please charge any shortages or credit any overages to Deposit Account No. 50-1302.

Respectfully submitted,

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CERTIFICATE OF MAILING

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on August _17_, 2004   by _____

Darci Sakamoto